

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SAMANTHA SIVA KUMARAN, Et al <i>Plaintiffs,</i>))) Case No: 1:19-CV-08345-MKV-DCF)
-against-)) Judge: Hon Mary Kay Vyskocil)
NORTHLAND ENERGY TRADING, LLC Et al., <i>Defendants,</i>))) Magistrate Judge: Debra C. Freeman)
)) PLAINTIFF ASTAR'S REPLY)
)) MEMORANDUM TO AMEND OR)
)) ALTER JUDGMENT 59(e) AND)
)) RELIEF FROM FINAL ORDER)
)) RULE 60(a) and 60(b))

**PLAINTIFF ASTAR'S REPLY MEMORANDUM TO AMEND OR ALTER JUDGMENT
UNDER RULE 59(e) AND RELIEF FROM FINAL ORDER RULE 60(a) and 60(b)**

Pursuant to Federal Rules of Civil Procedure (“FRCP”) 59 (e) and FRCP 60 (a) and (b) Plaintiff The A Star Group, Inc files this reply memorandum of law to amend or alter judgement and also to seek reek relief from final order under Rule 60 (b), as well as to correct mistakes under Rule 60 (a) which was entered on Friday February 26, 2021 (“Order”). The memorandum includes by reference other filings and exhibits on the docket and as per rules does not include any further affidavits or documents attached. Pursuant to Rule 10(c) for the interest of brevity and to avoid duplicate arguments, where indicated herein Plaintiff AStar joins Plaintiff Kumaran’s arguments for sections that the issues of fact and law are overlapping as outlined herein.

Respectfully submitted.

//BMA/

Brian August, Esq
AugustLawNYC
100 Willoughby Street 9E
Brooklyn, NY 11201
(917) 664-4465
bmaugust61@gmail.com
www.augustlawnyc.com
Attorney for The A Star Group, Inc

AStar Reply Memorandum Amend, Page ii

TABLE OF CONTENTS

Preliminary Statement.....	Pg.1
I - Rights to separate Motions and Memoranda.....	Pg.2
II - Rule 10(c) Permits AStar to Join and Adopt by Reference Motions and Pleadings.....	Pg.3
III - Separate Briefs of No Prejudice to Defendants).....	Pg.3
IV - AStar's Rights were not adequately represented in a Pro-Se filed Complaint.....	Pg.4
V - Court's decision to not let A Star amend of right was unjust.....	Pg.4
VI - Defendants have Long History of Bad Faith and Fraudulent Conduct.....	Pg.4
VII - Defendants Committed Fraud on the Court to call the AIP "oral" ten times time which was incorrectly adopted by the Court in its Order.	Pg.5
VIII - Defendants Admitted to have Committed Fraud to Retain Possession of Timetrics Software	Pg.6
IX - Defendants Narrative of the Timelines is Incorrect.....	Pg.6
X - Plaintiffs Not Permitted to Attach Affidavits or Evidence under..... Local Rule 6.3	Pg.7
XI - Notice of Breach Can Be Easily Cured by Amendment.....	Pg.7
XII - All AIP related Claims were subscribed in signed emails by Larkin.....	Pg.7

AStar Reply Memorandum Amend, Page iii

XIII - Defendants have admitted OBT Book is Trade Secret and therefore collateral.....Pg.8
to the contract

XIV - Defendants are incorrect - slight modification to “original” IP and “new” IP.....Pg.8
could easily amend any ambiguities as to which IP is still being used and ¶202
was adequate to state breach of NDA

XV - Defendants do not deny “doctoring evidence” the night before the Settlement.....Pg. 8

XVI - Defendant do not dispute Unfair Competition.....Pg.8

XVII - Defendants do not deny *Pro-Se* Complaint was Used and Order is silent on this.....Pg.9

XVIII - Defendants production of signed checks (with handwritten signatures) ofPg.9
Larkin satisfy his membership under of the Delaware LLC Act and as a
manager and principal

XIX Defendants Rule 26(g) signed document responses demonstrate admissible evidence.....Pg. 9

XX Defendants argument of Fiduciary Duty are Impermissible.....Pg.10

XXI Court Adopted Incorrect Legal Precedent on the Several Causes of Action.....Pg.10

XXII Court Adopted Incorrect Facts on the Several Causes of Action.....Pg.10

XXIII Courts’ Inclusions of “Reply” Arguments for pleading of Fraud is impermissible.....Pg.10

XXIV- Notice was Given for the breach.....Pg.10

XV - Fundamental Rights.....Pg.11

XVI - Any Other Issues.....Pg.11

AStar Reply Memorandum Amend, Page iv

TABLE OF AUTHORITIES

Destwin, LLC v. Hedge Insite, LLC, et al 1:2012-cv-00329

Gulf Coast Development Group, LLC v. Lebror, 2003 WL 22871914, *1 n. 1 (S.D.N.Y.2003)

Iannaccone v. L., 142 F.3d 553, 556–57 (2d Cir. 1998)

Krause v. Buffalo & Erie Cty. Workforce Dev. Consortium, Inc., 425 F. Supp. 2d 352, 362–63 (W.D.N.Y. 2006)

Leibowitz v. Cornell Univ., 584 F.3d 487, 507 (2d Cir. 2009) (citing *Maffea v. Ippolito*, 247 A.D.2d 366, 367 (N.Y. 2d Dep't 1998))

Luce v. Edelstein, 802 F.2d 49, 56 (2 Cir.1986)

Ong and Mark vs. Chipotle

Sacay v. Research Foundation of City University of New York, 44 F.Supp.2d 505, 509 (E.D.N.Y.1999)

United States v. Mitchell, 137 F.2d 1006, 1010–11 (2d Cir.1943)